

AGREEMENT

THIS AGREEMENT entered into this 1st day of July 1, 2007, by and between HAMILTON COUNTY SHERIFF'S OFFICE, hereinafter referred to as "Employer", and CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 238, hereinafter referred to as the "Union". This agreement constitutes the complete and final agreement between the parties on all bargainable issues.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit as certified in PERB Case No. 7163:

INCLUDED: All regular full-time deputy sheriffs, dispatchers, jailers and clerical employees.

EXCLUDED: Sheriff, Chief Deputy, Jail Administrator, Jail Supervisors, Office Manager, Dispatcher Supervisor, part-time employees, and all other employees excluded by Iowa Code section 20.4.

ARTICLE 2
SEVERABILITY AND SAVINGS

If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3
GRIEVANCE PROCEDURE AND ARBITRATION

A grievance shall mean that there has been an alleged violation or application of the expressed provisions of this Agreement.

Grievance Steps:

Step 1. An employee and/or Union Steward shall present a grievance in writing to his/her immediate supervisor within five (5) working days following its occurrence or within five (5) working days of when the employee knew or should have known of its occurrence. The immediate supervisor or his/her designated representative will answer the grievance within seven (7) working days.

Step 2. If the grievance is not settled in Step 1, the employee shall present the grievance in writing to the Sheriff or his/her designated representative within five (5) working days of receipt of the Step 1 answer. The Sheriff and/or his/her designated representative may schedule a meeting with the aggrieved employee and/or the appropriate Union representative to discuss and attempt to resolve the grievance. Within fifteen (15) working days of the meeting (if applicable) or within fifteen (15) working days of receipt of the

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EMPLOYMENT RELATIONS DIVISION

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grievance, the Sheriff or his/her designated representative will answer the grievance in writing.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within fifteen (15) working days after the employee's receipt of the Step 2 answer.

The party requesting arbitration will request, within seven (7) calendar days of the referral to arbitration in Step 3, a list of seven (7) arbitrators from the Iowa Public Employment Relations Board.

The selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the party requesting arbitration striking the first name. Each party can reject the entire arbitration list one time prior to the selection procedure commencing. If either party deems the list to be unacceptable, another list will then be requested. Once the acceptable list is received, the arbitrator is to be selected within fifteen (15) calendar days. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide a resolution to the pending case.

The fees and expenses of the arbitrator will be shared and paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, alter, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived and it shall be considered settled on the basis of the Employer's last answer. Grievances not filed or processed according to the time limits specified are barred from the arbitration process. If a grievance at any step is not timely answered by the employer, it may automatically be referred to the next step.

All grievance and arbitration meetings under this Article are to be held in private and not open to the public.

Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

ARTICLE 4 SENIORITY

Seniority means an employee length of continuous service, since the last date of hire. Seniority of employees who are hired on the same date will be determined by social security number. The employee with the higher number would be considered to have more seniority than an employee with a lower number (last 4 digits).

The Union shall be furnished with a seniority list of bargaining unit employees, including name, hire date and job classification within thirty (30) days after the effective date of the Agreement.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Failure to report for work at the end of leave of absence.
- (e) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, certified mail, return receipt requested.
- (f) Seniority rights will be forfeited if the employee is absent from work for any reason for a period of one (1) year.
- (g) Employee retires.

Job Vacancy Procedures. A vacancy or new job will be posted for 5 calendar days. Employees may apply for the position within the 5 day posting period. Selection for the vacancy will be based on qualifications and seniority if the applicant(s) are working in the same classification as the opening. Employees in a different classification may apply, but the Employer is not obligated to select the applicant. For purposes of this section, classifications are:

- 1 Deputies
- 2 Dispatcher/Jailers
- 3 Floor Jailers
- 4 Clerks

Reduction in Force Procedures. When the working force is to be reduced, the Employer will select the job classifications to be reduced (see above classifications). The least senior employee in the job classification affected shall be first laid off, provided state law requirements are met.

Employees will be given a five (5) working day notice prior to the date of the layoff or pay in lieu of the five (5) day notice. While on layoff, an employee is not eligible for holiday pay or any other benefits. Vacations, sick leave and seniority do not accrue during a layoff.

Laid off employees shall have the responsibility of advising the Employer of their current addresses and telephone numbers during layoff. If the Employer recalls employees, such employees shall be recalled in the inverse order of layoff.

ARTICLE 5 HOURS OF WORK AND OVERTIME

This Article is intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of or limitation on hours of work per day or per week, or days of work per week.

The current work schedules shall remain in place and if the Sheriff desires a change in the schedules, he will consult the Union.

Overtime Overtime for full-time employees shall be paid at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of 40 hours per week for clerks, 80 hours in a 2 week pay period for deputies and dispatcher/jailers and 84 hours in a 2 week pay period for Jailers. Holidays and vacation will count as time worked for the purpose of computing overtime.

If it is necessary to schedule an employee to work overtime, such overtime will be offered to full-time employees first. If a part-time employee is available to work without causing overtime, then there is no obligation to offer the hours to full-time employees.

Call In Pay If an employee is called in outside his/her scheduled working hours, i.e., for court, staff meeting or an emergency, he/she will be paid for a minimum of two (2) hours at the appropriate rate of pay.

On Call Deputies placed on call will receive pay for one-half (1/2) of the hours on call.

Trading Shifts Employees may exchange shifts with other employees, providing 1) the shift exchange is mutually agreed to by the employees; 2) the exchange does not result in overtime; 3) the exchange is approved by the Sheriff or his designee.

ARTICLE 6 SICK LEAVE

Accumulation: Full-time employees accrue sick leave at the rate of 0.56 hours per day which is approximately 12.13 hours per month. Sick leave may be accumulated to a maximum of 930 hours. Employees are eligible to convert sick leave hours above the 930 hours as described below.

Use of Sick Leave: Employees may use sick leave for any non-work related illness, injury, or temporary disability, including pregnancy, that prevents the employee from performing his/her job duties. Granting of sick leave is not automatic and all sick leave must be approved by the Sheriff or his/her designee. A medical verification of illness or injury may be required to substantiate the need for sick leave. Medical certification satisfactory to the Sheriff may also be required to verify an employee's fitness for duty following use of sick leave. The Sheriff may require a physician's certificate supporting absences.

Family Illness The Sheriff may allow up to five (5) days of sick leave per calendar year for the serious illness of the employee's spouse, child or parent.

Notification: When absences due to sickness are necessitated, the employee shall notify his/her immediate supervisor 2 hours prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Conversion Sick leave shall be converted at the rate of one (1) hour regular pay to be paid for every three (3) hours of sick leave accrued over the maximum amount of sick leave allowed. This amount will be payable in one lump sum at the end of the calendar year and will be paid in the first payroll period of the calendar new year. It will be payable in the

employee's final payroll if the eligible employee leaves his/her employment prior to the end of the calendar year.

Termination of Employment Upon termination from County employment and with at least seven (7) years of employment, an employee will receive one (1) hour of pay for every three (3) hours of unused sick leave, not to exceed \$2000.

Emergency Leave If surgery is scheduled during a normal workday (Monday through Friday), for the spouse, children, or parents of an employee, one day off with pay is allowed. Also, one day off with pay will be allowed for the birth of an employee's child.

ARTICLE 7 FUNERAL LEAVE

A period not to exceed three (3) consecutive working days with pay may be granted to an employee upon his/her request, due to the death of the employee's parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-child, step-parent, step-sister, step-brother. Up to one (1) day off with pay will be allowed to an employee for the funeral of spouse's grandparent. An employee shall be granted up to one-half (1/2) day with pay when attending funeral services for a fellow department worker. An employee who serves as a pallbearer or participant shall receive up to one (1) day compensation. Participant means participating in an active role such as singing or serving as a lector.

Only days absent which would have been compensable workdays will be paid for at the rate of an eight (8) hour day. No payment will be made during vacations, holidays, layoffs, or other leave of absence. Employee must attend the funeral in order to qualify for funeral leave pay.

ARTICLE 8 HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

- New Years Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday

Employees will be credited with the 11 holidays on January 1 of each year, however holidays are not earned until the actual date of the holiday. All holidays must be used with the calendar year. Any holidays not used within the calendar year will be forfeited. Use of holiday time off will be scheduled and approved on the same basis as vacation. If a holiday

is used before it is earned and the employee terminates his/her employment, the holiday paid in advance will be subtracted from the employee's final paycheck.

An employee on an unpaid leave of absence or layoff is not eligible to earn the holiday occurring during the leave of absence or layoff. Any employee off work due to an on-the-job injury or paid leave of absence will not earn holidays occurring after the first (30) days of absence.

ARTICLE 9 JURY DUTY

A full-time employee required to serve as a juror shall receive his/her regular wage. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, travel expense and meals, received for such duty to the employer. If released from jury duty, the employee shall report to work within two (2) hours of being released.

ARTICLE 10 VACATION

Regular full-time employees are eligible for vacation as the following schedule:
An employee with one (1) year of service will be credited with 40 hours of vacation in a lump sum. After one year of employment, vacation accrues according to the following schedule.

<u>Years of Continuous Employment</u>	<u>Begin Accruing Hrs. Per Day</u>	<u>Begin Accruing Hrs Per Year</u>
After 1 Year	.31	80.6
After 5 Years	.34	88.4
After 6 Years	.37	96.2
After 7 Years	.40	104.0
After 8 years	.43	111.8
After 9 years	.46	119.6
After 10 years	.50	130.0
After 11 years	.53	137.8
After 12 years	.56	145.6
After 13 years	.59	153.4
After 14 years	.62	161.2
After 24years	.77	200.2

Scheduling of vacation is subject to the approval of the Sheriff or his/her designee.

Vacation may be accumulated to a maximum of the employee's annual accrual.

Vacation Pay will be at the employee's normal pay for the week for which he/she would have been regularly scheduled to work.

ARTICLE 11
INSURANCE

Health Insurance Program Structure for employees hired prior to 8/15/05. The County's contribution to the single premium will be eighty-five percent (85%) of ISAC Plan 8 single premium. The County's contribution to the family premium shall be eighty-five percent (85%) of ISAC Plan 10 family premium. Employees may select Plan 8, 10 or Plan 11 by paying any additional premium cost, if applicable.

Health Insurance Program Structure for employees hired 8/15/05 or later. The County's contribution to the single premium will be eighty-five percent (85%) of ISAC Plan 10 single premium. The County's contribution to the family premium shall be fifty percent (50%) of ISAC Plan 10 family premium.

Health Insurance The Employer shall have the right to select the carrier for such insurance providing the benefits are not significantly reduced.

Life Insurance The Employer agrees to provide twenty-five thousand dollars (\$25,000.00) life insurance coverage for each permanent full-time employee.

Dental Insurance Program Structure for employees hired prior to 8/15/05. The County will pay the full cost of the single and family premium.

Dental Insurance Program Structure for employees hired 8/15/05 or later. The County's contribution to the single premium will be eighty-five percent (85%) of the single premium. The County's contribution to the family premium shall be fifty percent (50%) of the family premium.

ARTICLE 12
JOB CLASSIFICATIONS, WAGES AND COMPENSATION

Wage Rates

Effective July 1, 2007, 3.5% will be added to the employee's hourly wage rate. Deputy sheriff base compensation is subject to state law requirements and limitations.

The County may establish alternate start rates and may hire above the start rates based on experience and qualifications. In those cases, the County will consult with the Union.

Longevity Employees shall receive additional pay for continuous service from their date of hire as set forth in the following schedule:

After eight (8) years of employment	\$.23 per hour
After twelve (12) years of employment	\$.29 per hour
After sixteen (16) years of employment	\$.35 per hour
After twenty (20) years of employment	\$.40 per hour
After twenty-five (25) years of employment	\$.46 per hour
After thirty (30) years of employment	\$.52 per hour

After thirty-five (35) years of employment \$.58 per hour

Longevity shall be included in the employee's base pay for computation of overtime.

ARTICLE 13 UNIFORMS AND EQUIPMENT

Uniform and equipment issues will be handled according to Department policy.

ARTICLE 14 DEFINITIONS AND GENERAL PROVISIONS

Bulletin Boards The Union shall be permitted to post official Union notices of meetings on bulletin boards in shops where unit employees regularly work.

Full-Time Employee A full - time employee is a non-seasonal employee working at least 40 hours per week on a regularly scheduled basis.

Pay Day Pay day will normally be on Tuesday for work performed for the two weeks ending the Sunday before payday.

Meetings The Union representative may request to hold meetings on County premises subject to Sheriff approval.

ARTICLE 15 DUES DEDUCTION

Union Dues Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Employer will enclose with the deduction a list of those employees for which dues have been deducted and their rate of pay.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 16
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1st, 2007 and shall continue to remain in full force and effect until its expiration on July 1st, 2008.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party before October 15, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 2007.

HAMILTON COUNTY, IOWA

By [Signature]
Chairperson, County

By [Signature]
Sheriff

TEAMSTER LOCAL 238

By [Signature]
Business Representative

By [Signature]
Employee Representative

By [Signature]
Employee Representative

By [Signature]
Employee Representative

Acknowledged by:

[Signature]
Employer Representative
Von Bokern Associates, Inc.